AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract		Page 1 Of 4
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Re		5. Project No. (	If applicable)
P00015	2003DEC23	SEE SCHEDULE			
6. Issued By	Code W56HZV	7. Administered By (If other than Item 6) Code S2101A			
TACOM WARREN BLDG 231 DCMA BALTIMORE					
AMSTA-AQ-ABGB 217 EAST RED ROBERT BEARDSLEE (586)574-8071 SUITE 1800			ST		
ROBERT BEARDSLEE (586)574-8071 SUITE 1800 WARREN, MICHIGAN 48397-5000 BALTIMORE,			2-5299		
HTTP://CONTRACTING.TACOM.ARMY.MIL					
EMAIL: BEARDSLR@TACOM.ARMY.MIL		SCD C	PAS NONE	ADP P	<b>Г</b> нQ0338
8. Name And Address Of Contractor (No., Stre	l Zip Code)	9A. Amendment Of Solicitation No.			
PROSPECTIVE TECHNOLOGY INC		+			
7413 SWAN POINT WAY			9B. Dated (See	e Item 11)	
COLUMBIA, MD. 21045-5055				,	
			10A. Modification Of Contract/Order No.		
			DAAE07-00-C-L050		
TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.			10B. Dated (See Item 13)		
Code 064X2 Facility Code			2000SEP28		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers					
is extended, is not extended.					
Offers must acknowledge receipt of this ame					
(a) By completing items 8 and 15, and returning copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR					
ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE					
SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the					
opening hour and date specified.					
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA					
12 THIS ITEM ONLY I DRY THE TIO MODIFIED TO DO GOVERN LOTTED DE CONTREL CONTREL CONTREL CONTREL CONTREL CONTREL					
I3. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS  KIND MOD CODE: G  It Modifies The Contract/Order No. As Described In Item 14.					
A. This Change Order is Issued Pursuant To:  The Changes Set Forth In Item 14 Are Made In					In Item 14 Are Made In
The Contract/Order No. In Item 10A.  B. The Above Numbered Contract/Order Is Medified To Reflect The Administrative Changes (such as changes in paying office, appropriation date at a).					
B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
X C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103(a)(3); I-54 (Changes)					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office.					
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
SEE SECOND PAGE FOR DESCRIPTION					
522 5250ND 1102 1 0N 5250N21 120N					
Except as provided bousin all towns and conditions of the de					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print)			
		DEREK MCALEER MCALEERD@TACOM.A	RMY.MII (586)	574-7197	
15B. Contractor/Offeror	15C. Date Signed				16C. Date Signed
		, n	/a=a=== /		00000
(Signature of person authorized to sign)	-	By(Signature	/SIGNED/ of Contracting	Officer)	2003DEC23
(~-8	<u> </u>	(Signature		,	1

# **CONTINUATION SHEET**

## Reference No. of Document Being Continued

MOD/AMD P00015

Page 2 of 4

Name of Offeror or Contractor: PROSPECTIVE TECHNOLOGY INC

SECTION A - SUPPLEMENTAL INFORMATION

1. Bilateral Modification P00015 extends Option 3 (Section H.21) through 31 Mar 04, providing three additional months under which the Government may unilaterally exercise the available Option 3 labor hours.

PIIN/SIIN DAAE07-00-C-L050

- 2. Sections F (Deliveries or Performance), and H (Special Contract Requirements) have been revised to reflect the changes resulting from Modification P00015. The changed pages are attached.
- 3. Except for the changes resulting from this Modification P00015, all other contractual terms and conditions, as previously modified, remain unchanged.

\*\*\* END OF NARRATIVE A 015 \*\*\*

# **CONTINUATION SHEET**

## Reference No. of Document Being Continued

PIIN/SIIN DAAE07-00-C-L050

MOD/AMD P00015

Page 3 of 4

Name of Offeror or Contractor: PROSPECTIVE TECHNOLOGY INC

SECTION F - DELIVERIES OR PERFORMANCE

#### F.3 DELIVERIES

The Contractor shall deliver all data under this contract in accordance with the quantities and schedules specified in the applicable work directive(s), and Exhibit A, Contract Data Requirements List (DD Form 1423).

#### F.4 PERIOD OF PERFORMANCE

The period of performance for the basic Contract and for each of the three options is as follows:

Basic Contract: 28 Sep 01

Option H.19: One year from Option H.19 exercise Option H.20: One year from Option H.20 exercise

Option H.21: One year and six months from Option H.21 exercise \*

\* Revised by Modification P00015

\*\*\* END OF NARRATIVE F 001 \*\*\*

**CONTINUATION SHEET** 

#### Reference No. of Document Being Continued

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Name of Offeror or Contractor: PROSPECTIVE TECHNOLOGY INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### H.19 OPTION 1 - Option for Level of Effort Hours - Year 1 (through 30 Sep 01)

The Government shall have the unilateral right to award the level of effort specified by Contract Line Item Numbers (CLINs) awarded under Option Year 1, up to 5,502 hours, for an estimated cost per manhour of \$54.54, and fixed fee per manhour of \$4.64. The Procuring Contracting Officer (PCO) has the right to exercise this option through 30 Sep 01, by giving written notice to the Contractor. The Government has the unilateral right to either add to any existing CLIN the hours added to the contract by the exercise of this option, or to establish a new and separate CLIN for the additional hours. The option may be exercised in more than one increment, but the total manhours added to the contract by this option shall not exceed 5,502 manhours. Of the 5,502 hours originally available, 3,280 hours have been exercised, and 2,222 hours remain.

#### H.20 OPTION 2 - Option for Level of Effort Hours - Year 2 (through 30 Sep 02)

The Government shall have the unilateral right to award the level of effort specified by CLINs awarded under Option Year 2 up to 16,425 hours for an estimated cost per manhour of \$56.09, and fixed fee per manhour of \$4.77. The PCO has the right to exercise this option through 30 Sep 02, by giving written notice to the Contractor. The Government has the unilateral right to either add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. The option may be exercised in more than one increment, but the total manhours added to the contract by this option shall not exceed 16,425 manhours. Of the 16,425 hours originally available, 8,995 hours have been exercised, and 7,430 hours remain.

#### ${ m H.21}$ OPTION 3 - Option for Level of Effort Hours - Year 3 1/2 (through 31 Mar 04) \*

The Government shall have the unilateral right to award the level of effort specified by CLINs awarded under Option Year 3 up to 16,425 hours for an estimated cost per manhour of \$57.70, and fixed fee per manhour of \$4.90. The PCO has the right to exercise this option through 30 Sep 03, by giving written notice to the Contractor. The Government has the unilateral right to either add to any existing CLIN the hours added to the contract by the exercise of this option or to establish a new and separate CLIN for the additional hours. The option may be exercised in more than one increment, but the total manhours added to the contract by this option shall not exceed 16,425 manhours. Of the 16,425 hours originally available, 3,460 hours have been exercised, and 12,965 hours remain. \*

\* Revised by Modification  ${\tt P00015}$ 

### H.22 SERVICES TO BE PERFORMED

The parties to the contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance witht the Statement of Work set forth herein and as further defined in Work Directive(s) signed by the PCO. This is to insure that the policies in Office of Federal Procurement Policy (OFPP) Policy Letter 92-1 and Department of Defense (DOD) Directive 4205.2 are adhered to. Contractors are specifically prohibited from performing inherently Governmental functions. Appropriate Agency control of the work product must be preserved to insure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.

The parties agree that the Contractor personnel rendering the services under this contract are not subject, either by the contract terms or the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor shall not be reimbursed for any work that is outside the Statement of Work in the Work Directives signed by the PCO.